



# Abertay University

## Student Debt Management Policy 2018 - 2019

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## 1. INTRODUCTION

- 1.1 The aim of this policy is to minimise levels of student debt and bad debts in order to allow the University to continue to invest in teaching and research excellence and in its students.
- 1.2 This policy applies to all types of student debt including but not limited to: Tuition Fees, Project Research Fees, Accommodation Rents/Charges, Library Fines and other miscellaneous charges, for both former and current students.
- 1.3 All sums due to the University in respect of clause 1.2 must be paid to the University in Pounds Sterling.

## 2. SUPPORT TO STUDENTS

- 2.1 In applying this policy, the University recognises that in some circumstances, students may face financial hardship which may impact on their ability to pay their debts. The University takes the welfare of its students very seriously and will at all times seek to be sympathetic and understanding of a student's situation. In the event that any student faces financial difficulty, the University endeavours to offer support and assistance in relation to debt owed to the University. The University cannot advise on debt owed to third parties. In order to offer these services, it is imperative that the student contacts the appropriate department. The sooner contact is established, the more the University can do to support and assist the student:
  - [Tuition Fees](#) (Including Project Research Fees) [finance@abertay.ac.uk](mailto:finance@abertay.ac.uk)
  - [Student Funding](#) (SAAS/SLC/Discretionary/Other) [advisory@abertay.ac.uk](mailto:advisory@abertay.ac.uk)
  - [University Residences Debt](#) (Including Non-rent Charges) [residences@abertay.ac.uk](mailto:residences@abertay.ac.uk)
  - [Support Enquiry Zone](#) (Including Library Debt) [sez@abertay.ac.uk](mailto:sez@abertay.ac.uk)
  - [Student Association Services](#) (Advice and Advocacy) [saadvice@abertay.ac.uk](mailto:saadvice@abertay.ac.uk)
- 2.2 Action will be taken against all current and former students who: (i) have failed to engage with the University to find a solution to settle any outstanding debt; or (ii) have failed to adhere to agreed payment plans.

## 3. COMMUNICATION WITH STUDENTS

- 3.1 The University's main form of communication with students will be via the student's University email address. Students are required to check their email messages at regular intervals and respond promptly.
- 3.2 The University reserves the right to establish contact with the student via (i) telephone; (ii) personal email address; (iii) home postal address; and (iv) term time postal address where deemed necessary.
- 3.3 Students must update their contact details through OASIS whenever there has been any change.

## 4. TUITION FEES AND PROJECT RESEARCH FEES

- 4.1 Unless otherwise stated, the tuition fee quoted by the University will include registration, tuition and examination costs. Other charges, such as repeat tuition/examination fees will be charged for separately.
- 4.2 Students must confirm the value of their tuition fees as part of online registration and are given the opportunity to query the amount if required. Once registration is complete, there is a legally binding contract in place between the student and the University in relation to the payment of tuition fees.
- 4.3 **SAAS/SLC:** Funding will be confirmed by SAAS/SLC direct to the University. If confirmation has not been received by 1st December, irrespective of the reason, the student will be regarded as self-funded and must agree with Finance a suitable payment plan. Students failing to adhere to this will be subject to one or more sanctions as stated in clause 7.1). Any payments made in respect of tuition fees will be refunded if SAAS/SLC approve funding at a later date. **NOTE:** SAAS will only fund 120 credits each year. Students will be self-funded in respect of fees relating to any additional credits taken (see clause 4.5 below).
- 4.4 **Other Sponsors:** If a student is sponsored by another organisation such as an employer, embassy or other funding body, the student must provide evidence of funding to Finance during registration. The sponsor will be invoiced shortly after registration and is required to pay the full invoice within 30 days. Where a sponsor fails to pay an invoice timeously, the student will become liable for payment of the invoice and advised accordingly.
- 4.5 **Self-Funded Students:** If a student is self-funded for all or part of their tuition fees, they are required to make payment arrangements for these fees during the registration task. Although the fees become due for payment on the date of registration, self-funded students from the UK and EU can opt to pay the fees by recurring instalments via a debit/credit card. See **Appendix A** for further details on recurring instalment plans.
- 4.6 **International Students:** All students are required to pay a 50% deposit at the start of a new course in order to obtain an unconditional letter and CAS number. The remaining 50% must be paid prior to registration. For the remainder of the course, tuition fees must be paid each year, in full, prior to registration. If sponsored by a University approved sponsor, clause 4.4 will apply. See **Appendix B** for further information.

## 5. RESIDENCES: RENTS & CHARGES

- 5.1 **Application for Accommodation:** The University provides a range of accommodation for its students. Where an application is approved, students are required to accept the terms of the lease and make the relevant pre-payment of rent within the specified time frame. This is a legally binding contract.
- 5.2 **Rent Payment Options:** A pre-payment of rent must be made within 14 days of receiving the accommodation offer. The remaining rent must be paid via one of the following options: (i) in full within 14 days of receiving the accommodation offer. (2% discount will be given); or (ii) recurring monthly instalments for the duration of the lease via debit/credit card (no discount).
- 5.3 **Non-Rent Charges:** The University will invoice students throughout the academic year as and when charges apply. Invoices will be located on OASIS. Students are required to pay these invoices within 14 days from the date of the invoice.

## 6. LIBRARY SERVICES

Library users have an obligation to respect the rights of other users by returning Library materials and equipment timeously. Fines will be imposed for late return. If items are not returned, students will be liable for the replacement cost of that item in addition to the standard fines.

## 7. OVERDUE DEBT & SANCTIONS

- 7.1 **Tuition Fees:** If a tuition fee instalment fails, the student will have 5 days to rectify the problem before a second attempt is made. If this also fails and the student has not discussed the matter with the finance team, the student will be subject to one or more of the following sanctions in accordance with **Appendix C**:
- A non-refundable late payment charge of £20.00 (plus VAT) will be applied to cover administration costs;
  - The offer of a payment plan may be withdrawn and the full sum due will become payable immediately;
  - Procedure to withdraw the student from the University will be initiated;
  - The student will be prevented from graduating and receiving their qualification;
  - The University will not permit students to register for a further programme of study;
  - Students on a Tier 4 VISA may lose the right to remain in the UK. (International students only);
  - A referral charge of £35.00 plus VAT will be charged and the debt passed to an external debt collector.
- 7.2 **Rent & Charges:** If a rent payment fails, the student will have 5 days to rectify the problem before a second attempt is made. If this also fails and the student has not discussed the matter with the finance team, the student will be subject to one or more of the following sanctions in accordance with **Appendix C**:
- A late payment charge of £20.00 will be applied to cover administration costs;
  - A 'Notice to Quit' will be served and legal proceedings initiated to evict the student from the property;
  - A referral charge of £35.00 plus VAT will be charged and the debt passed to an external debt collector;
  - Any future application for accommodation from a returning student will be rejected;
  - Should a landlord approach the University for a Reference, the University has an obligation to inform the landlord of any late/missed payments. A landlord may refuse a rental application on this basis.
- 7.3 **Library Fines & Charges:** If fines or charges become overdue, the student will have an opportunity to bring the account back up to date or agree an alternative payment plan with the Library. If this is not done, the student will be subject to one or more of the sanctions in accordance with **Appendix D**:
- 7.4 **External Debt Collector:** Once a debt has been passed to an external debt collector, legal proceedings may be raised which may result in the student being ordered by the court to pay the court expenses and judicial interest in addition to the debt. Such action may also have an adverse effect on the student's credit rating which may prevent the student from obtaining credit in the future. This could include credit cards, all types of loans, mortgages and even mobile phone contracts. Any pronounced court order can also be enforced. Not only will the costs of the enforcement action be added to the debt, but it may result in personal effects being seized and sold at auction, wages arrested or even bankruptcy.

## 8. WITHDRAWAL FROM THE UNIVERSITY & FEE IMPLICATIONS

If a student withdraws or suspends from their course early, they may become personally liable to pay part or all of their tuition fees, even if they were initially funded by SAAS or SLC. (See **Appendix E** for further information.) If in halls of residence, rent will continue to accrue until the withdrawal/suspension date or until the keys are returned, whichever is the later.

## 9. COMPLAINTS

Our aim is to resolve issues of dissatisfaction by conducting a thorough and fair investigation. For further information, please view the University's *Complaints Handling Procedure* which is located on our website <http://www.abertay.ac.uk>

## APPENDIX A – RECURRING INSTALMENT PLANS

All self-funded students will be required to make arrangements for payment of their tuition fees as part of the registration task. If a student (UK and EU only) opts to pay by monthly instalments, the payment plan they are put on will depend on when the student registers and how many terms they register for. The student will be required to register their bank card details on our payment system in order to complete the instalment plan and online registration.

<b>Month of Registration</b>	<b>Terms Registering For</b>	<b>% of Total Tuition Fee</b>	<b>Date of Payment</b>
September 2018	Term 1 Only	33.4% 33.3% 33.3%	8 <sup>th</sup> October 2018 8 <sup>th</sup> November 2018 8 <sup>th</sup> December 2018
September 2018	Term 1 & 2	14.2% 14.3% 14.3% 14.3% 14.3% 14.3% 14.3%	8 <sup>th</sup> October 2018 8 <sup>th</sup> November 2018 8 <sup>th</sup> December 2018 8 <sup>th</sup> January 2019 8 <sup>th</sup> February 2019 8 <sup>th</sup> March 2019 8 <sup>th</sup> April 2019
September 2018	Term 1, 2 & 3	14.2% 14.3% 14.3% 14.3% 14.3% 14.3%	8 <sup>th</sup> October 2018 8 <sup>th</sup> November 2018 8 <sup>th</sup> December 2018 8 <sup>th</sup> January 2019 8 <sup>th</sup> February 2019 8 <sup>th</sup> March 2019 8 <sup>th</sup> April 2019
January 2019	Term 2 Only	33.4% 33.3% 33.3%	8 <sup>th</sup> February 2019 8 <sup>th</sup> March 2019 8 <sup>th</sup> April 2019
January 2019	Term 2 & 3	16.5% 16.7% 16.7% 16.7% 16.7% 16.7%	8 <sup>th</sup> February 2019 8 <sup>th</sup> March 2019 8 <sup>th</sup> April 2019 8 <sup>th</sup> May 2019 8 <sup>th</sup> June 2019 8 <sup>th</sup> July 2019
May 2019	Term 3 Only	33.4% 33.3% 33.3%	8 <sup>th</sup> June 2019 8 <sup>th</sup> July 2019 8 <sup>th</sup> August 2019

Please contact the finance department on [finance@abertay.ac.uk](mailto:finance@abertay.ac.uk) if you wish to apply for an alternative payment arrangement.

## **APPENDIX B – INTERNATIONAL STUDENTS & APPROVED SPONSORS**

### **SELF-FUNDED**

All self-funded international students starting a new course will need to pay a deposit of 50% of the expected tuition fee in order to receive an unconditional offer letter and, where Tier 4 is applicable, a CAS number from the Admissions Office. The remaining 50% of the tuition fee must be paid prior to the student completing registration. All returning self-funded international students registering for the same course will need to pay their Tuition Fee in full prior to registration each year.

### **UNAPPROVED SPONSORS**

Sponsors of international students who are not on the University's approved sponsor list (below) are required to pay the student's tuition fees in accordance with the self-funded section above.

### **APPROVED SPONSORS**

The undernoted sponsors have been approved by the University and therefore, these sponsors are excluded from the above self-funded payment requirement. These sponsors will be invoiced for the full tuition fees by the Finance department in accordance with clause 4.4 of this policy. Where a sponsor fails to make payment of the invoice by the deadline, the student will become liable for payment of the tuition fees and notified accordingly.

BP Angola  
Brazilian Government – Science without Borders Programme  
British Council  
Chevening  
Kurdistan Regional Government – Human Capacity Development Programme  
Kuwait Embassy  
MARA Institute of Technology  
Ministry of Higher Education – Togo  
Nanchang University  
Nigerian National Petroleum Corporation (NNPC)  
Petroleum Technology Development Fund (PTDF)  
PT PLN  
Saudi Embassy  
The Royal Thai Embassy  
Tullow Oil (Ghana)  
University of Abuja – Tertiary Education Trust Fund

## **APPENDIX C – DEBT MANAGEMENT SYSTEM AND SANCTIONS**

### **Tuition Fees**

All self-funded students opting to pay by instalments will be required to register a debit/credit card on our payment system. If a payment attempt fails:

- Day 1 – An email will be sent to the student advising them of the payment failure. The student has 5 days to rectify any account issues, or apply to the finance team for an alternative payment arrangement;
- Day 7 – If the second payment attempt fails a late payment charge of £20.00 plus VAT will be applied to the student's account. The student will be requested to bring the account up to date by the end of that week;
- Day 14 – The student will be invited to speak with the credit controller to discuss the payment arrears, and where appropriate, obtain payment;
- Day 21 – If the payment arrears have not been resolved, the option to pay fees by instalments will be revoked. Full payment of the remaining fees must be paid within 7 days in order to prevent withdrawal;
- Day 28 – The student will be withdrawn from the University. IT account and Library facilities will be disabled;
- Day 42 – A demand letter will be sent to the former student asking for payment of all outstanding fees due;
- Day 63 – This will be the final opportunity to pay all sums due in order to prevent further action being taken;
- Day 70 - A referral charge of £35.00 plus VAT is applied to the account and the debt passed to an external debt collector where legal proceedings may be initiated.

**NOTE:** Any student with outstanding tuition fees will not be allowed to register for a new academic session nor be able to graduate at the end of their studies until such time where the debt is cleared in full. Conferment of degrees or certificates attained will be withheld and no certificate will be issued.

### **Residences: Rent**

When a Student Residences Agreement has been accepted, students opting to pay by instalments will be required to register a debit/credit card on our payment system before obtaining keys to the property. If a payment attempt fails:

- Day 1 – An email will be sent to the student advising them of the payment failure. The student has 5 days to rectify any account issues, or apply to the finance team for an alternative payment arrangement;
- Day 7 – If the second payment attempt fails a late payment charge of £20.00 will be applied to the student's account. The student will be requested to bring the account up to date by the end of that week;
- Day 14 – After at least 24 hours' notice, a member of the residences team will visit the student at their residence to discuss the arrears and where appropriate, obtain payment.
- Day 21 - A 40 day 'Notice to Quit' asking the student to vacate the property will be issued if the student has failed to pay the rent arrears or agree with the residences team an alternative payment arrangement. **NOTE:** A Notice to Quit can also be issued at any time in the event that the student: (i) continually pays rent late and fails to keep to the agreed payment schedule; or (ii) refuses to discuss the relevant rent arrears.
- After the Notice to Quit expires – If the student has not paid the rent arrears in full or vacated the property, in accordance with the 40 day Notice to Quit, eviction proceedings will be raised to evict the student from the property. The student may be found liable to pay court expenses and interest in addition to the rent arrears.
- A referral charge of £35.00 plus VAT is applied to the account and the court order for rent arrears passed to an external debt collector to enforce.

### **Residences: Non-Rent Charges**

If a student incurs a non-rent charge, an invoice will be raised and emailed. If the student is paying rent via recurring monthly instalments, payment of the non-rent invoice will be taken after 14 days. If the student is not paying rent via recurring monthly instalments, the student will need to arrange for payment of the invoice within 14 days. If payment is not received within the 14 days, then the invoice becomes overdue:

- Day 1 – A first reminder will be sent to the student by email asking for payment within 7 days or to contact the finance department to apply for an alternative payment arrangement.
- Day 7 – If payment has not been received or an alternative arrangement not made a late payment charge of £20.00 will be applied to the student's account and the student advised accordingly.
- Day 21 - A referral charge of £35.00 plus VAT is applied to the account and the debt passed to an external debt collector where legal proceedings may be initiated.

**NOTE:** Any student with outstanding rent arrears or non-rent charges, will be allowed to register for a new academic session, but should be aware that in the absence of an instalment plan being strictly adhered to, the University will refer the debt to one of its Debt Collection Agencies, if this has not already been done.

## **APPENDIX D – LIBRARY FINES AND CHARGES**

### **Library Fines**

If items are not returned on time, fines will be incurred. Fines are dependent upon the loan period, with heavily used or recalled items attracting larger fines, to ensure fair access to materials for all users. Fines are imposed at the same rate for all users: staff, students, external users, alumni etc. Overdue charges and further information can be viewed at:

<https://intranet.abertay.ac.uk/library/using-the-library/borrowing/>

### **Waivers**

Fines may be waived if the borrower has medical/self-certification evidence that they were off sick when the item was due to be returned.

### **Items Not Returned**

For items which are lost or not returned, an invoice will be raised. The invoice amount will be based on the current price for the latest edition.

### **Sanctions for Non-Return and/or Non-Payment of Fines and Invoices**

- Suspension of the University's Library borrowing facilities;
- Late Payment Fees being applied;
- Debt referred to External Debt Collector (if applicable).

### **External Debt Collector**

Debts above the threshold for debt collection and any Library fines and charges still outstanding when a student leaves the University will be referred to an external debt collector. Books and other items which have been invoiced will be non-refundable once referred. Please refer to clause 7.4 for further information on debt collection.

<b><u>ESCALATION OF FINES/CHARGES</u></b>	<b><u>DAYS OVERDUE</u></b>
<b>Library Borrowing Suspended</b>	21 Days Overdue
<b>Invoice Issued to replace items</b>	60 Days Overdue
<b>2<sup>nd</sup> Invoice Issued</b>	90 Days Overdue
<b>Non-Refundable Fee *</b>	90 Days Overdue
<b>Refer to Debt Collector **</b>	98 Days Overdue

\* Late payment charge of £20.00 will be applied to cover the administration costs;

\*\* A referral charge of £35.00 plus VAT will be charged and the debt passed to an external debt collector in accordance with clause 7.4 of this Policy.

## **APPENDIX E – WITHDRAWAL/SUSPENSION FROM THE UNIVERSITY**

### **Prior to Withdrawing/Suspending**

It is very unfortunate that some students withdraw/suspend from their course before its completion. The University strongly recommends that prior to making any decision to withdraw/suspend from the University; they should speak with one or more of the following services:

- **Your Curriculum Manager/Programme Tutor** – to discuss problems with your course or programme;
- **Student Counselling** – to discuss any problems which may be affecting your studies;
- **Careers Service** – to discuss your current and future career path;
- **Student Advisory** – to discuss withdrawal/suspension implications and funding options;
- **Residences Office** – if you are staying in halls of residence.

### **Fee Implications**

It is the student's sole responsibility to find out what impact withdrawing/suspending may have on their fee liability. **Even in the event that a student had funding in place by SAAS or SLC, such funding may be revoked, leaving the student liable to pay tuition fees personally.** Further information on fee liability is located below, but students are strongly advised to contact the finance department on [finance@abertay.ac.uk](mailto:finance@abertay.ac.uk) in the first instance, who will advise the student of any fee liability they may be due.

#### **Self-Funded Students:**

- If a student withdraws/suspends after they have completed registration for term 1, but prior to and including 28<sup>th</sup> September 2018, they will be liable to pay 10% of the year's tuition fees;
- If a student registers for term 1 and withdraws/suspends after 28<sup>th</sup> September 2018, but before 1<sup>st</sup> February 2019, they will be liable to pay for all term 1 modules taken;
- If a student withdraws/suspends after they have completed online registration for term 2, but prior to and including 1<sup>st</sup> February 2019, they will be liable to pay 10% of the year's tuition fees;
- If a student withdraws/suspends after 1<sup>st</sup> February 2019, they will be liable to pay for all term 2 modules taken in addition to term 1 modules (if they registered for term 1);
- If a student withdraws/suspends prior to and including 31<sup>st</sup> May 2019, they will not incur any fees for term 3 (if they are studying in term 3), but will still be liable to pay for all term 1 and term 2 modules taken.

#### **SAAS Funded Students:**

- If a student withdraws/suspends on or before 1<sup>st</sup> December 2018, SAAS will revoke any funding they have previously approved and the student will be regarded as a self-funding student. Students should refer to the self-funded section above to ascertain what their tuition fee liability will be.
- If a student withdraws/suspends after 1<sup>st</sup> December 2018, SAAS will still pay funding to the University in respect of tuition fees, but this will count as a full year's funding for that student.

#### **SLC Funded Students:**

- SLC releases funding in 3 stages, 25% in October, 25% in February and the remaining 50% in May.
- Students must be registered as in attendance as at 10<sup>th</sup> September 2018, 14<sup>th</sup> January 2019 and 8<sup>th</sup> April 2019 in order for SLC to issue each corresponding instalment.
- If a student withdraws/suspends prior to any of these dates, they will become liable for the balance of fees not funded by SLC as per the self-funded section above.

### **Withdrawal/Suspend Process**

If a student chooses to withdraw or suspend, it is their sole responsibility to find out what implications withdrawal/suspension will have financially and academically. Students who wish to proceed with withdrawal/suspension must make an appointment with Student Advisory in the first instance. Students who do not follow the correct withdrawal/suspension process will continue to be classed as a current student and tuition fee liability will continue to accrue until (i) the University takes steps to withdraw them; or (ii) the academic year finishes.

Please note that the tuition fees are based on what modules a student registers for, not on what classes a student has attended. Similarly, the withdrawal date is based on the date that Student Advisory approves the withdrawal/suspension, not on what date a student commences the withdrawal process or last attended classes.

**International Students** – In the event that an International student, studying under Tier 4 of the UKVI's points-based immigration system, withdraws, the University will report the withdrawal to the UKVI and that student will be required to leave the UK as the Tier 4 Visa will, at that point, cease to be valid. For further information on the Tier 4 Visa, please contact the international student advisor in Student Services.